

1 BILL NO. S-87-04- 34

2 SPECIAL ORDINANCE NO. S-9487

3 AN ORDINANCE approving the Contract
4 for Sewer Improvement Res. 427-86
5 Amended, Pettit Avenue Storm Sewer,
6 between Land Excavating, Inc.,
and the City of Fort Wayne, Indiana,
in connection with the Board of
Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

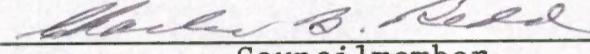
9 SECTION 1. That the Contract for Sewer Improvement
10 Res. 427-86 Amended, Pettit Avenue Storm Sewer, by and between
11 Land Excavating, Inc., and the City of Fort Wayne, Indiana, in
12 connection with the Board of Public Works and Safety, for:

13 receiving drainage from collateral
14 drains already constructed or which
hereafter may be constructed across
the North Half of the Southwest
15 Quarter of Section 23, Township
30 North, Range 12 East, in Allen
County, Indiana. MAIN LINE: Be-
ginning at an existing 27" storm
sewer located 10+ L.F. west of
the centerline of Old Mill Rd.
and 386+ L.F. south of the center-
line of Pettit Avenue; thence north
360+ L.F. to a proposed manhole;
thence east 685+ L.F. to a proposed
manhole; thence south 215+ L.F.
to a proposed manhole and the end
of the Main Line. Lateral #1:
Beginning at a proposed manhole
located 22+ L.F. west of the center-
line of Indiana Avenue and 22+
L.F. south of the centerline of
Pettit Avenue; thence south 380+
L.F. to a proposed manhole and
the end of Lateral #1. (Total
cost shall be paid by funds from
City of Fort Wayne Sewer Utility.);

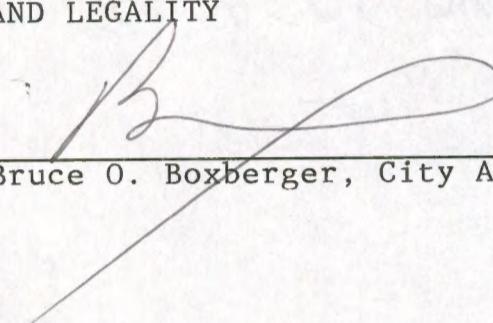
26
27 the Contract price is One Hundred Thirty-Six Thousand Six Hundred
28 and No/100 Dollars (\$136,600.00), all as more particularly set
forth in said Contract, which is on file in the Office of the
30 Board of Public Works and Safety and, is by reference incorporated
31 herein, made a part hereof, and is hereby in all things ratified,
32 confirmed and approved. Two (2) copies of said Contract are
33 on file with the Office of the City Clerk and made available
34 for public inspection, according to law.

1 Page Two

2 SECTION 2. That this Ordinance shall be in full force
3 and effect from and after its passage and any and all necessary
4 approval by the Mayor.

5
6 
7 Councilmember

8 APPROVED AS TO FORM
9 AND LEGALITY

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11 Bruce O. Boxberger, City Attorney

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Read the first time in full and on motion by Gisela,
seconded by Gisela, and duly adopted, read the second time
by title and referred to the Committee City Quinta (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on 14-4-87, the 19 day of April 1987 o'clock 10:00 M., E.

DATE: 24-4-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd,
seconded by Gisela, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 4-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-94-87
on the 28th day of April, 1987,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 29th day of April, 1987,
at the hour of 11:30 o'clock 10:00 M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of May,
1987, at the hour of 4:00 o'clock 10:00 M., E.S.T.

WIN MOSES, JR.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

PROJECT: PETTIT AVENUE STORM SEWER AMENDED

Contract No. 427-1986

Resolution No. 427-1986

Check if Contained

CONTENTS

Pages

X	1	Cover Sheet
X	A/1 - A	Advertisement for Bids
X	I/1 - I/	Instructions to Bidders
X	S/1 - S/2	Schedule
X	SI/1	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/2	Specimen Form- Payment Bond
X	PGB/1-3	Specimen Form- Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/	Special Project Specifications

ATTACHMENTS

		Project Plans Drawing # SY- 11172
		General Specifications and Conditions
		Detail Standard Construction Standards
		WPCE Department, City of Fort Wayne
X	EA/1-EA/4	Escrow Agreement
X	RW/1	Right-of-Way Cut Permit
X	NP/1	Notice to Proceed
X		Change Order - Specimen Form

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____ Z	20 CALENDAR DAYS _____ Z	30 CALENDAR DAYS _____ Z	OTHER _____ Z
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ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1 <i>Jack Braun</i>	Date 3-19-87	Amendment No. 2 <i>John Moses</i>	Date
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BID SUBMITTED

Land Excavating, Inc.
Contractor

By: *Jack Braun*

Its: Jack Braun, President

Offer
Date March 25, 1987

Bidder agrees to keep bid open for acceptance for (90 days unless otherwise specified)

Compliance *J. Adams*
O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
Board of Public Works & Safety

Castro R. Jimenez
O.P. Conner

CITY OF FORT WAYNE

John S.
Win Moses, Jr., Mayor

AWARD
Date 4-1-87

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
____%.

For WBE specify percentage of women ownership
____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____ & participation (employees) _____ & participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Copeland & Sons Trucking	721 Leesburg Rd. Ft. Wayne, IN	
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Soils Engineering & Excavating, Inc.		
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Land, Inc.

Contractor _____

By Jack Brown

By _____

Its President

Its _____

14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17 $\frac{1}{2}$ of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17 $\frac{1}{2}$ minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 $\frac{1}{2}$ of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17 $\frac{1}{2}$.

1. My Company and its subcontractors cannot meet the 17 $\frac{1}{2}$ minimum hourly utilization figure for the following reasons: _____

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:
To date Land, Inc. has met this goal, and will continue to strive to do so.

(attach additional sheets if necessary)

Contractor Land Excavating, Inc.

By Jack Braun

Its Jack Braun, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (XXXX/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19____, commencing at _____ o'clock _____.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this _____ day of _____, 1987.

Firm Name: _____

By: _____

IN WITNESS WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 25 day of March, 1987.

Name of Corporation: Land Excavating, Inc.

By: Jack Brown

ATTEST:

Steve Elmer

SCHEDULE
Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

**PETTIT AVENUE STORM SEWER AMENDED
RESOLUTION 427-1986**

All work will be performed in accordance with: Resolution 427-1986, Instructions to Bidders, Bond forms, the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$136,600.00 (If the unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within 90 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this Agreement and the contractor agrees that it will complete the project herein defined on or before one hundred twenty (120) days after issuance of Notice to Proceed.

The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$250.00 per day for each and every day after 90 days after issuance of notice to proceed that the project remains uncompleted. The parties agree that the sum of \$250.00 per day is a reasonable estimate as to damages which would be incurred by the City of Fort Wayne. The parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies or officials or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods and explosions.

In submitting this bid, it is understood that the right is reserved by the owner to reject any and all bids and to waive any defect in any bid.

SCHEDULE OF ITEMS

DATE: 3-25-87

PROJECT: PETTIT AVENUE STORM SEWER

RES. NO: 427-86 AMENDE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	EXTENSION (\$)
1	27" RCP Class III w/Mastic	360	LF	66.00	23,760.00
2	21" RCP Class III w/'O' Ring	352	LF	51.00	17,952.00
3	15" RCP Class IV w/'O' Ring	50	LF	36.00	1,800.00
4	15" RCP Class III w/'O' Ring	277	LF	33.00	9,141.00
5	12" RCP Class IV w/'O' Ring	602	LF	37.00	22,274.00
6	C.F.W. Manhole Type I-A	3	EA	1,240.00	3,720.00
7	C.F.W. Standard Catch Basin	5	EA	1,052.00	5,260.00
8	Reconstruct Catch Basin to Inlet	8	EA	300.00	2,400.00
9	C.F.W. Inlet	1	EA	495.00	495.00
10	5' Concrete Walk	60	SY	17.00	1,020.00
11	Concrete Wing Walk	70	SY	22.00	1,540.00
12	Concrete Curb	170	LF	10.00	1,700.00
13	6" Concrete Drive	60	SY	20.00	1,200.00
14	Asphalt Drive	30	SY	11.00	330.00
15	6" Conc. Pave. Plain inc. "J" Bolt	900	SY	19.00	17,100.00
16	6" Conc. Pave. w/1" A-2 Surf. inc. "J" Bolt	325	SY	24.00	7,800.00
17	2"Seed, Mulch, Fertil. inc. Topsoil	1650	SY	.50	825.00
18	Water Service Adjustment	3	EA	0.00	0.00
19	Shrub & Tree Removal	1	LS	533.00	533.00
20	Shrub & Tree Replacement	1	LS	2,200.00	2,200.00
21	Special Backfill #53-#73 Stone	2800	CY	5.00	14,000.00
22	Concrete Removal	1450	SY	1.00	1,450.00
23	Lawn Sprinkler	100	LF	1.00	100.00

TOTAL BID:

\$136,600.00

SCHEDULE OF ITEMS

DATE: March 25, 1987

PROJECT: PETTIT AVENUE STORM -ALTERNATE 1				RES. NO:	427-1986 AMENDED
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	EXTENSION (\$)
1A	15" RCP Class III w/'O' Ring	380	LF	33.50	12,730.00
2A	C.F.W. Manhole Type I-A	1	EA	1,240.00	1,240.00
3A	C.F.W. Standard Catch Basin	1	EA	1,052.00	1,052.00
4A	Reconstruct Catch Basin to Inlet	1	EA	300.00	300.00
5A	6" Concrete Drive	150	SY	20.00	3,000.00
6A	5' Concrete Walk	200	SY	17.00	3,400.00
7A	2" Seed & Mulch	340	SY	.50	170.00
8A	Tree Removal	1	L.S.	476.00	476.00
9A	Tree Replacement	1	L.S.	900.00	900.00
10A	6" Concrete w/1" A-2 Surface, inc. "J" Bolt	35	SY	24.00	840.00
11A	Concrete Removal	385	SY	1.00	385.00
12A	12" RCP Class IV w/'O' Ring	36	LF	37.00	1,332.00
13A	Special Backfill #53-#73 Stone	115	CY	5.00	575.00

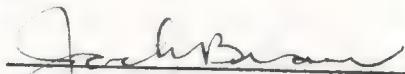
TOTAL BID (alternate 1): \$26,400.00

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____

any _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.



Jack Braun, President

Land Excavating, Inc.

Subscribed and sworn to before me by _____
this 25th day of March, 1987.

Jack Braun

My Commission Expires:

April 28, 1990


Notary Public _____
Resident of Noble County County

Subscribed and sworn to before me by _____
this day of , 19 .

My Commission Expires:

Notary Public _____
Resident of _____ County

Subscribed and sworn to before me by _____
this day of , 19 .

My Commission Expires:

Notary Public _____
Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jack Braun, the President,
Position, of Land Excavating, Inc.
Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of March 1986, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 3-25-87

Jack Braun
Signature
President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 25 day of March, 1987.

Jack Braun
Notary Public
Resident of Noble County

My Commission Expires:

April 28, 1990

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Land Excavating, Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of _____
Land Excavating, Inc., that Land Excavating, Inc.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 25th day of March, 1987.

Land Excavating, Inc.
(Name of Bidder/Vendor)

Jack Braun
(Name and Title of Person Signing)
Jack braun, President

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS

A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we LAND EXCAVATING, INC.

P.O. Box 192

LaOtto, IN 46763

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto Board of Public Works & Safety

City of Fort Wayne
City-County Building
Fort Wayne, IN

as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount of the attached

bid----- Dollars (\$-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Pettit Avenue Storm Sewer
Resolution 427-86

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

25th

day of March

A.D. 1987

Joe Braun
(Witness)

LAND EXCAVATING, INC.
(Principal) (Seal)
Joe Braun
PRESIDENT (Title)

RELIANCE INSURANCE COMPANY

Gerald C. Kramer Jr.
Gerald C. Kramer, Jr., Attorney-In-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.

RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia }



On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 25th day of March

1987



Assistant Secretary

PROJECT PETIT AVE STORM SEWER

CONTRACTOR	ENGR'S. ESTIMATE	LAND	WEITZEL	Deitner	BERGOT
CERTIFIED CHECK / BID BOND		—	—	✓	✓
NON-COLLUSION AFF.		—	—	✓	✓
FINANCIAL STATEMENT / CERT. IN LIEU OF		—	—	—	✓
CERTIFICATION OF NON-SEGREGATED FAC.		—	—	—	✓
MINORITY/FEMALE EMPLOYMENT REQ.		—	—	—	✓
MBE/WBE STATEMENT — % GOAL		—	—	—	✓
PROMPT PAYMENT	(A) 10 CALENDAR DAYS %				
DISCOUNT	(B) 20 CALENDAR DAYS %				
	(C) 30 CALENDAR DAYS %				
	(D) OTHER %				

CERTIFICATION OF BIDDER / VENDOR

ITEM NO	DESCRIPTION	UNIT	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.
1	21" RCP CLASS III 10' 2" ING	340 LF			66.00	23,760.00	37.00	13,320.00	51.00	18,648.00	48.00	17,280.00	
2	21" RCP CLASS III 5' 2" ING	352 LF			51.00	17,952.00	32.00	11,475.00	46.00	16,209.00	45.00	15,840.00	
3	15" RCP CLASS IV 10' 2" ING	50 LF			36.00	1,800.00	28.75	1,437.50	38.00	1,908.50	37.00	1,850.00	
4	15" RCP CLASS III 10' 2" ING	277 LF			33.00	9,141.00	26.00	7,285.00	34.00	7,457.50	30.00	9,310.00	
5	12" RCP CLASS IV 10' 2" ING	402 LF			37.00	22,274.00	30.00	18,671.00	33.75	20,305.40	34.00	20,448.00	
6	MANHOLE TUBE 1-4	2 EA			1,240.00	3,720.00	1,160.00	3,420.00	1,154.00	3,463.40	1,100.00	3,320.00	
7	CATCHBASIN	5 EA			1,052.00	5,260.00	700.00	4,500.00	1,431.00	7,157.75	500.00	7,500.00	
8	RECONSTRUCT C-B. 3 INLET	9 EA			300.00	2,400.00	500.00	4,000.00	231.00	1,848.00	500.00	4,200.00	
9	INLET	1 EA			475.00	475.00	605.00	605.00	506.00	506.00	750.00	750.00	
10	5' CONC WALL	62 SY			17.00	1,020.00	17.00	1,035.00	17.10	1,026.00	18.00	1,080.00	
11	CONC WING WALLS	70 SY			22.00	1,540.00	18.00	1,260.00	20.00	1,463.00	23.00	1,410.00	
12	CONC CURB	70 LF			10.00	1,700.00	11.00	1,870.00	12.00	2,327.00	6.00	1,023.00	
13	6" CONC DRIVE	62 SY			20.00	1,200.00	20.00	1,200.00	16.00	1,019.40	23.00	1,380.00	
14	ASPHALT DRIVE	30 SY			11.00	330.00	17.00	534.00	18.40	552.00	20.00	600.00	
15	6" CONC PAVEMENT PLAIN	900 SY			19.00	17,100.00	24.00	21,600.00	20.40	18,576.00	20.00	18,500.00	
16	6" CONC PAVEMENT W/A-2 SURFACE	725 SY			24.00	7,200.00	26.40	8,645.00	27.40	8,727.15	27.00	8,715.00	
17	2" SEED MULCH, FERTIL. INC. TISON	1160 SY			0.50	925.00	1.00	1,450.00	0.60	1,138.50	1.50	1,475.00	
18	WATER SERVICE ADJUSTMENT	3 EA			0.00	0.00	300.00	900.00	205.00	417.00	200.00	400.00	
19	SHRUB & TREE REMOVAL	LS			533.00	533.00	500.00	500.00	1,484.00	1,456.00	1,000.00	1,000.00	
20	SHRUB & TREE REPLACEMENT	LS			2,200.00	2,200.00	2,400.00	2,400.00	2,127.00	2,127.00	3,000.00	3,000.00	
21	SOIL & ROCKFILL #53-#73 STONE	2,800 CY			5.00	14,000.00	15.00	42,000.00	11.50	33,040.00	13.00	37,800.00	
22	CONC. REMOVAL	1,450 SY			1.00	1,450.00	6.00	9,135.00	5.44	7,826.00	6.75	9,787.00	
23	LAWN SPRINKLER	100 LF			1.00	100.00	2.00	200.00	10.00	1,035.00	5.00	500.00	

ALTERNATE

1A	15" RCP CLASS III W/ 10' 2" ING	320 LF			33.50	12,730.00	26.00	9,794.00	34.44	13,087.00	37.00	14,060.00	
2A	MANHOLE TUBE 1-4	1 EA			1,240.00	1,240.00	985.00	985.00	1,134.00	1,134.00	1,100.00	1,100.00	
3A	CATCH BASIN	1 EA			1,052.00	1,052.00	700.00	700.00	1,431.00	1,431.00	1,500.00	1,500.00	
4A	RECONSTRUCT C-B. 3 INLET	1 EA			300.00	300.00	500.00	500.00	231.00	231.00	500.00	500.00	
5A	6" CONC DRIVE	160 SY			20.00	3,000.00	20.00	3,000.00	16.00	2,548.00	23.00	3,457.00	
6A	5' CONC WALL	200 SY			17.00	2,400.00	18.00	3,600.00	17.10	3,420.00	18.00	3,600.00	
7A	2" SEED MULCH	340 SY			0.50	170.00	1.00	340.00	0.60	234.00	1.00	510.00	
8A	TOP REPAIR	LS			476.00	476.00	300.00	300.00	1,450.40	1,450.40	1,000.00	1,000.00	
9A	TOP REPAIR	LS			300.00	300.00	1,600.00	1,600.00	1,489.25	1,489.25	3,000.00	3,000.00	
10A	6" CONC W/A-2 SURFACE	25 SY			24.00	940.00	26.40	931.00	27.50	261.45	27.00	945.00	
11A	CONC REMOVAL	325 SY			1.00	385.00	2.00	770.00	5.44	2,074.40	6.75	2,598.75	
12A	12" RCP CLASS II W/ 10' 2" ING	312 LF			37.00	1,332.00	30.00	1,110.00	33.75	1,214.25	34.00	1,224.00	
13A	SOIL & ROCKFILL #53-#73 STONE	115 CY			5.00	575.00	13.00	1,587.00	11.50	1,359.32	13.50	1,552.00	

150,000.00 136,600 157,603.50 162,977.40 160,925.00

CONTRACTOR'S BASE BID

ENGINEERING & INSPECTION

R/W CUT PERMITS

ADVERTISING

AREA CONNECTION FEES

TOTAL PROJECT COST

Admn. Apr.

TITLE OF ORDINANCE Contract for Sewer Improvement Res. 427-86 Amended
Pettit Avenue Storm Sewer

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Sewer Improvement Res. 427-86

Amended, Pettit Avenue Storm Sewer is intended and adopted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the North Half of the Southwest Quarter of Section 23, Township 30 North, Range 12 East, in Allen County, Indiana. MAIN LINE: Beginning at an existing 27 storm sewer located 10+ L.F. west of the centerline of Old Mill Rd and 386+L.F. south of the center line of Pettit Avenue; thence north 360+ L.F. to a proposed manhole; thence east 685+ L.F. to a proposed manhole; thence south 215+ L.F. to a proposed manhole & the end of the Main Line. Lateral #1: Beginning at a proposed manhole located 22+ L.F. west of the centerline of Indiana Avenue and 22+ L.F. south of the centerline of Pettit Avenue; thence south 380+ L.F. to a proposed manhole and the end of Lateral #1.

Land Excavating, Inc., is the Contractor

EFFECT OF PASSAGE Improved sewer conditions at the above location.

Total cost shall be paid by funds from City of Fort Wayne Sewer Utility.

S-87-0434

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$136,600

ASSIGNED TO COMMITTEE

BILL NO. S-87-04-34

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving the Contract

for Sewer Improvement Res. 427-86 Amended, Pettit Avenue Storm
Sewer, between Land Excavating, Inc., and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and Safety

✓ HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(RESOLUTION)

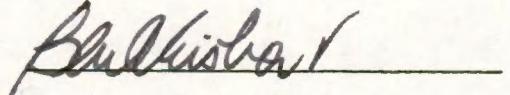
YES

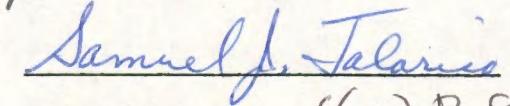
NO


CHARLES B. REDD
CHAIRMAN


PAUL M. BURNS
VICE CHAIRMAN


THOMAS C. HENRY


BEN A. EISBART


SAMUEL J. TALARICO

CONCURRED IN 4-28-87

SANDRA E. KENNEDY
CITY CLERK